G. R. S. App. F. IX-4]

1943-4

File No. 99-43

Previous References.

(Seri)

Serial Nos. 1 – 2.

Later References.

RECEIVED

GENERAL AND REVENUE SECRETARIAT

Serial Nos.

1-12
E

Part B for NAW43

SUBJECT.

Representing M/S Vellen Parachute Co, agnst the Procurement of Goods produced by M/S Furtado & Sons for them.

19-10-43.

To. M.O Sundara Murthy,
Vellem parachute Co

"Stating That no action could be taken as such Firm as proposed."

1) Petition of Mr V. Sundaramurthy, Vellum Parachute Co, praying that Govt may issue orders under the D.O. requisitioning the basins manufactured Messrs Metro Malleables Ltd, Bangalore for the petitioner under an agreement which they have subsequently broken and that arrangements may be made for the delivery of the basins to the petitioner.

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2) Submd for perusal as per instructions. This may be referred to the Spl. Officer for a report urgently

Chief Secy) 26/8/43

3) For perusal, before obtaining the Spl Officer's remarks. It is not clear what the trouble is due to.

Min R & D) WG 248/43

4) May be sent to Spl Officer for urgent & a clear report - 25/8

The same agency is manufacturing basins for Khaki - Spl Officer may make sure that basins are not diverted for shipping

U.O.No. 67/42-43 dt 27-8-43. Spl Officer T.E. Scheme w/comps

5) For urgent attention & submission report. 26/8/43 Chief Secy

OFFICE OF THE MINISTER FOR REVENUE & LAW
26 AUG 1943
No. 1291

6) At my request the partners of the Metro Malleable Manufacturers and the Partners of Messrs.B.X.Furtado and Sons met me jointly and separately and discussed the whole question with me. I note below the information collected by me as a result of the discussion:-

7) In connection with the Filature Expansion Scheme, Mr.V.Sundaramurthy has undertaken to instal and work 500 filature basins at Neswanpur and Goribidnur and supply the silk produced to the Government of India through the Government of Mysore as per terms of agreement already entered into. Mr. V.Sundaramurthy entrusted the work of manufacture of basins to Messrs. B.X. Furtado and Sons, Bangalore, and supplied them with the iron materials, etc. after obtaining the same on priorities. The terms and conditions between Mr. V.Sundaramurthy and Messrs. Furtado & Sons do not appear to have been set down in any formal agreement but are to be gathered from the correspondence that has passed between the two parties.

8) Messrs. Furtado and Sons entrusted the manufacture of certain basin parts to Metro Malleable Manufacturers on certain definite terms set down in an agreement between the two. Materials required for these parts were supplied to Metro Malleable Manufacturers by Messrs.Furtado and Sons, who had obtained the same from Mr. V.Sundaramurthy. Messrs.Furtado and Sons had to take the parts manufactured by Messrs. Metro Malleables, supply some parts themselves and erect the basins in the Filature buildings and hand over to Mr. V.Sundaramurthy. Messrs.Furtado and Sons ha agreed to pay the Metro Malleables the price as per term before taking delivery of the parts at the Factory of Metro Malleables.

9) It is understood that there was considerable delay on the part of Furtado & Sons in executing the orders of Mr. V.Sundaramurthi. It is not clear as to how it came about but it is seen that a direct contact was made later on between Metro Malleables and Mr.V.Sundaramurthi and Furtados have all along taken part in the negotiations between Metro Malleables and Mr. V.Sundaramurthi.

10) At the instance of Mr. V.Sundaramurthi the two partners of Furtado & Sons and the Junior Partner of Metro Malleables met Mr. V.Sundaramurthi at Goribidnur on 9th August 1943 and an agreement setting out the terms was signed on 10-8-1943 between the Junior Partner of Metro Malleables and Mr. V.Sundaramurthi re: the delivery of the balance of 426 basins that had to be supplied by Furtado & Sons.

11) Furtado & Sons wrote to Mr. V.Sundaramurthi requesting him to pay all the amounts due to them to Metro Malleable and Mr.V.Sundaramurthi sent a cheque for Rs.10,000/- to Metro Malleables.

(12)The senior partner of Metro Malleables wrote to urtado & Sons on 10-8-1943 to explain why the agreement igned on 10-8-1943 ~~to explain~~ contained terms which were ontrary to the instructions given by him to his Junior artner. While not questioning the terms of the agreement, etro Malleables sent a letter dated 12-8-1943 to Mr.V. ndaramurthy requesting the addition of certain clauses o the agreement signed on 10-8-1943 re: the operation of he penal clause. This was not agreed to by Mr.V.Sundara- rthy and Metro Malleables wrote to Mr. V.Sundaramurthy n 13-8-43 repudiating the agreement of 10-8-1943 and returned he cheque for Rs.10,000/-. They also intimated Mr.V.Sundaramur hat they would continue to execute their contract with urtado & Sons.

(13) Mr. V.Sundaramurthy states that the contract signed y Metro Malleables on 10-8-1943 has been broken, that the asins which are ready would not be delivered and that etro Mallcables might remove the articles outside the risdiction. Hence he requests the articles to be seized mmediately.

(14) Whether the agreement signed on 10-8-1943 by the unior Partner of Metro Malleables and repudiated subse- uently by the Company still stands or not is a matter for he civil courts to decide. So far as the basin parts anufactured are concerned, Metro Malleables ~~had~~ had lready intimated Mr. V.Sundaramurthi that they continue o execute their contract with Furtado & Sons. They have lso given a letter to me dated 28-8-1943 extracts from hich I note below:-

x x x

(15) With reference to our interviews we had with you, we hereby assure you that we would not dispose off silk basin machinery that we are manufacturing for Messrs. S.K.Furtado & Sons. As a matter of fact we never contemplated or had any idea ~~for~~ for disposing off the machinery elsewhere.

x x x

(16) In view of the fact that there is no idea of disposing ff the machinery elsewhere, the question of seizure by overnment does not seem to arise. I have personally ntimated this fact to Mr. V.Sundaramurthy on 30-8-1943.

(17) In the course of the discussion, I had with Metro Mallcables and Furtado & Sons, I gathered that Furtado & ons are still the contractors to Mr. V.Sundaramurthy for upply and erection of basins, that Metro Mallcables are eady to deliver the basin parts as and when ready to urtado & Sons provided Furtado & Sons make payments against elivery as agreed to.Metro Malleables further stated hat they had not been paid for basins already delivered, hat they were pressing Furtado & Sons for payment and that arts for about 100 basins were ready for delivery and hat these would be delivered as soon as Furtados paid for he same. They also stated that they would keep up the rogramme of delivery already agreed to with Furtados rovided Furtados made payments as per agreement. They urther stated that as the basin parts ready have occupied

OFFICE OF THE .....

File No.
Current No. of 194 .

Subject in brief

Received on .....

From .....

Worked up and submitted on.....

NOTES AND ORDERS.

all the space available in the Factory, it would not be possible for them to continue the manufacture unless the parts ready are taken delivery of immediately on payment.

18) Furtado & Sons stated that they had not received payment from Mr.V.Sundaramurthy, that if Mr.V.Sundaramurthy paid their old bills and made part payments at least towards the basin parts ready with Metro Malleables they would be in a position to keep up the programme of delivery and erection of Mr. V.Sundaramurthy's basins.

19) All these facts were also intimated personally by me to Mr.V.Sundaramurthy on 30-8-1943. It is up to Mr.V. Sundaramurthi to see that his contractors are kept in funds to enable them to fulfil the contract expeditiously

20) Messrs. Furtado & Sons are the contractors for the basins to be supplied to Government Filatures at Kankanha They have already delivered 25 basins and another 75 basins would be delivered in a week's time. They have assured me that there is no difficulty regarding Governme basins but requests that some part payment might be made to them as soon as basins are delivered at Kankanhalli as it would take some time before the basins are erected and handed over in working order due to the reeling hall not yet being ready.

Bangalore,
1st September'43.

H.S. Srinivasa
Special Officer,
Silk Filature Expansion Scheme

THE CHIEF SECRETARY
WITH COMPLIMENTS.

21) The above report of the Special Officer is for formal.

22) In the circumstances there is no justification to issue an order of seizure under the DOG Rules. The

Representation of M/s Vellum Parachute Co. re: the procurement of Basins produced by

Continuation Sheet. File No. M/s Fontado & Sons. of for Min. Page. 13&2
Current No.

chief trouble appears to be due to delays in payment; and that is perhaps one of the reasons for M/s Fontado & Sons trying to slide out and establish direct contact with M/s Vellum Parachute Co and M/s Metro Malleables. (W Min R x d)

WO 4/9/43

23) Kee 7/9 for 4/9

24) WO 7/9/43 for 7/9/WO

For orders if a reply may be sent to M/s Vellum Parachute Co. with reference to para 22 supra.

for Ys.

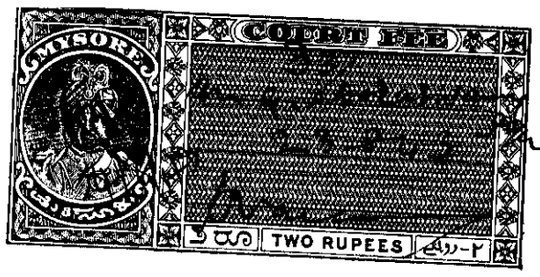
(brief)
A draft endorsement may be put up TR 17.9.WO

Draft put up.

8/9 (10/9/43) 10/9

18/9 I. to r. Fontado & Sons Ltd. 26949 19.X. stating that no action can be taken against the firm as proposed

OFFICE OF THE MINISTER FOR SUPPLY & LAW
6 SEPT. 1943
No. 1551



Presented by
Mr G. S. Durairaja Iyer
on behalf of
petitioner.
(W)
24/8/43.

1302

Ser 99-43-1

BEFORE THE GOVERNMENT OF HIS HIGHNESS
THE MAHARAJA OF MYSORE.

Under R 75 A. D. 2 India Rules.

The humble petition of V. Sundaramurthy, Manickavelu Mansion, Bangalore, respectfully showeth :-

1. Your humble petitioner is under a contract with the Government of India through the Government of Mysore for the manufacture and supply of silk for parachutes manufacture for war purposes; and in this connection, the manufacture and erection of basins, amongst other things, are essential.

2. Your humble petitioner entered into a Contract with one, B. X. Furtado & Sons, for the manufacture and erection of the basins, who, in turn, have entrusted the said work to Metro Malleable Manufacturers, Chickpet, Bangalore City. The latter have signed a contract with your humble petitioner undertaking the manufacture and erection of the basins.

3. The petitioner now learns that a number of basins have been manufactured by Metro Malleable Manufacturers aforesaid and are ready for erection.

4. Your humble petitioner submits that according to the agreement, the basins are the property of your humble petitioner and they were manufactured with materials supplied by the petitioner and obtained by him under priority by the Government. These basins are to be fitted up and delivered to the petitioner in satisfactory working condition

before the 12th proximo atleast. The factory of your humble petitioner is expected to be opened at Goribidnur on the 15th proximo by His Highness the Maharaja of Mysore.

5. Your humble petitioner will be put to considerable inconvenience if the basins are not delivered immediately-.

6. Evidently knowing this and in order to get an advantage over your humble petitioner, the Metro Malleable Manufacturers have now broken the agreement.

7. The petitioner, in any view, submits that the manufactured basins are his property.

8. Your petitioner has delivered a cheque for Rs. 10,000/-- to Metro Malleable Manufacturers and in order to avoid delivery, the Metro Malleable Manufacturers aforesaid have returned the cheque.

9. Your humble petitioner submits that with great difficulty, the materials required for the manufacture of basins were obtained by him from the Government of India and the Government of Mysore. A good portion of these materials are still in possession of Metro Manu- Malleable Manufacturers for execution of the contract.

10. The basins are now in possession of Metro Malleable Manufacturers aforesaid and are said to be at Nayandanahally.

11. The petitioner will show all the articles that have been manufactured, to any representative of the Government that may be deputed.

12. The aforesaid articles are essential for securing the defence of British India, Public safety, maintainence of order and the efficient prosecution of the war and for maintaining supplies and services essential for the said purposes.

13. Your humble petitioner prays that the Government be pleased, by an order in writing, to requisition the said property and have them delivered over to him immediately, as they are essential for war purposes.

14. He prays that prders be issued to an individual to requisition and seize the property which will be shown by the petitioner and have them delivered to him.

15. The petitioner respectfully submits that the matter is of a very urgent nature and is connected with essential supplies and work connected with war.

16. He submits that immediate orders have to be issued as he apprehends that if the opposite party comes to know of this application or the orders that may be passed thereon, he will remove the articles from outside the jurisdiction.

17. The petitioner submits that considerable awkwardness will be caused, especially as the function has already been tentatively fixed for the 15th proximo and is expected to be opened by a very August personage.

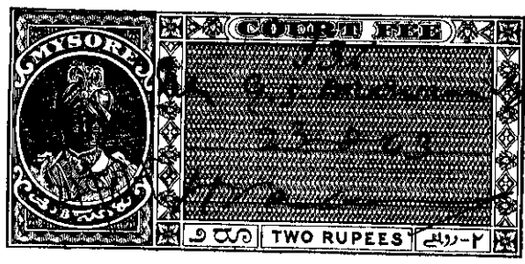
18. The petitioner is willing to pay the Metro Malleable Manufacturers the agreed value of the articles seized upon their being fitted up and delivered to him in satisfactory working order. No harm or prejudice will be caused to Metro Malleable Manufacturers or to any one else if the petition is granted; but, on the other hand, the war work will be expedited.

19. Under the circumstances, the petitioner humbly prays that immediate orders be passed directing a particular person to seize the articles to be pointed out by the petitioner and handed over to him after obtaining an Indemnity Bond or Muchilikka, for payment of the price etc.

Bangalore, 23.8.43.

Petitioner.

Advocate for Petitioner.



In the Court of the Before the first J & M of the Mahanagara Jurisdiction.

Petn **No.** **OF 194 — 194**

~~*Appellant—Plaintiff.*~~ *Respondent—Defendant.*

Petr **VS.** V. Sundaramma & Anr

1. I The petitioner above-named do, by these presents retain Messrs E. S. Venkataramanan, B.A., B.L., and G. S. Doraswami Iyer, B.A., B.L., Advocates, to appear and conduct the above case on my behalf to judgment.

2. I further empower them to execute any decree or order that may be passed in my behalf, and to receive from Court such sums of money as I may be entitled to get and to grant receipts therefor, to withdraw, compromise or refer to arbitration the said suit, to appoint a substitute or substitutes and to act and perform all other matters and things relative thereto and connected therewith.

3. I also undertake to confirm and ratify all the legal acts done by the said Advocates in so doing.

V. Sundaramma.

Accepted

Signed before me and personally known to me,

Doraswamy Iyer

Doraswamy Iyer

ADVOCATES FOR

ADVOCATE

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

General and Revenue Secretariat.

D. 2694

Camp ~~Mysore~~, Bangalore
Dated ~~Bangalore~~, 7th October, 1943.

Seri 99-43-2

ENDORSEMENT.

Endorsement granted to Mr. V.Sundaramurthi
Manickavelu Mansion, Bangalore.

With reference to his petition dated 23rd August, 1943, presented through his advocate to the Minister, Revenue & Law, Mr. V. Sundaramurthi is informed that it is reported that if he were to pay the old bills of Messrs Furtado & Sons and to make at least part payments towards the basin parts ready with Messrs Metro Malleables Ltd., the firm would be in a position to keep up to the programme of delivery and erection of basins for Messrs Vellum Parachute Silk Co., It is considered in the circumstances that it is not necessary to take action against the firm, as proposed by the petitioner.

By Order,

To MPC.

Chief Secretary to Government.

Earth granted to Mr. V. Sundaramurthi
Manickavachi Mannai, Blo.

With reference to his petition of 23 8/43
from his address
presented to his Worship R + L, Mr. V. Sundaramurthi
is informed that if he pays the old bills
of Messrs Furtado ~~Rozario~~ & made at Earth
work Kayamathi towards the bunds parts
Ready cost M/s Metro Malleables Ltd, his firm
would be in a position to keep up his
programme of delivery & erection of
~~Mr. V. Sundaramurthy's~~ bunds for M/s Vellum Parachute Mfg Co.
It is considered in the circumstances
that no action could be taken against
his firm, as proposed by his petitioner
Bo.

Memorandum D.2695 ← Clerk 8/10/43

Copies to S.O. S.A. E. Scheme

G. R. S. App. F. G. 3.

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

have resolved at their mee held on 14-6-43 that dear allowance at the followin increased rates be grant as & from 1st June 194

The Spl Officer, Silk Filature Expansion Scheme, who was consulted is als agreeable to the proposal made by the Bd of Directors

Govt are pleased to approve of the resolution of the Board of Directors

The So is requested to arrange the effect of this increase of the dearness allowance in the price of silk being worked out by a Govt Auditor & report to Govt the Co providing facilities for ascertaining this information.